

**Electronically Recorded**

Official Public Records

*Suzanne Henderson*

Tarrant County Texas

2009 Apr 21 09:20 AM

Fee: \$ 24.00

**D209105323**

Submitter: SIMPLIFILE

3 Pages

Suzanne Henderson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SUBSURFACE EASEMENT AND DAMAGE RELEASE**STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Leslie W. Stephens and Glenda Stephens, husband and wife (hereinafter collectively referred to as "Grantor"), whose mailing address is 412 Hoover Road, Burleson, Texas 76028, whose marital status has not changed since their acquisition of the property, is the owner of the surface and certain subsurface rights in and to certain lands described as follows:

**2.00 acres**, more or less, situated in the J. M. Zambrano Survey, A-1758, Tarrant County, Texas, and being Lot 1, Block 1, Chakana Addition, according to the plat recorded in Cabinet B, Slide 1095, of the Plat Records of Tarrant County, Texas, and being more particularly described in that certain Warranty Deed dated April 28, 1994 from David R. Anderson to Leslie W. Stephens and Glenda Stephens as recorded at Volume 11584, Page 2128, of the Official Public Records, Tarrant County, Texas.

WHEREAS, **XTO Energy Inc.**, whose address is 810 Houston Street, Fort Worth, Texas 76102 (hereinafter called "Grantee"), has requested that Grantor grant to Grantee a subsurface easement and right-of-way, in, under and across the subsurface of the Land in order to conduct directional drilling operations through and across the subsurface of the Land for the purpose of drilling, completing, reworking, deepening, plugging back, recompleting, injecting, operating, producing and marketing hydrocarbons and plugging and abandonment of one or more directional wells drilled from a surface location(s) offsite the Land to other lands.

NOW, THEREFORE, for and in consideration of ~~TEN DOLLARS (\$10.00)~~ *FIVE HUNDRED (500.00)* ~~55~~ *55* and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, BARGAINS and CONVEYS unto Grantee, its successors and assigns, an exclusive subsurface easement for a well bore or well bores to drill across, through and under the Land. Grantee's easement and right-of-way granted herein shall include the right to conduct such operations as are intended by this Easement, including, but not limited to, the drilling, producing, completing, operating, deepening, reworking, plugging back, plugging and abandonment, and performing all such other associated subsurface operations as may be necessary or desirable for the operation and production of a well or wells and associated well bores in, through, under and across the Land.

This Easement is granted subject to the following terms and conditions:

1. This Easement shall commence as of the date hereof and shall continue for so long as this Easement is used for any of the purposes set forth above.
2. Grantee shall have the right to terminate this Easement at any time.
3. So long as this Easement is in effect, Grantor shall take no action, the effect of which would deny or interfere with Grantee's rights hereunder.
4. If Grantee desires to assign its interest in and to this Easement, Grantee shall have the right to do so and any such assignment shall be subject to the terms and conditions hereof.
5. Grantee shall be entitled to exercise the rights granted hereunder without any notice to or consent from Grantor, its successors or assigns. Without the prior written consent of Grantee, Grantor shall not grant or convey to or otherwise allow or permit another party to exercise rights similar or the same as the rights granted hereunder, excluding, however, the exercise of similar rights under the terms of any currently existing oil and gas lease covering or affecting the Land.
6. The terms, covenants and provisions of this Easement shall extend to and be binding upon Grantee and Grantor and their respective successors, assigns and legal representatives.

For the same consideration recited above, Grantor, and each of them if more than one, does hereby discharge and release Grantee, Grantee's employees, agents, contractors and subcontractors, their respective successors and assigns, from any and all losses, claims, demands or liability of any nature whatsoever, resulting from damages caused, that may be hereafter caused, or alleged to have been caused or that may be hereafter alleged to be caused by Grantee or its assigns from the use of this Easement and its subsurface operations under the Land. Grantor further covenants and agrees that the above cited consideration is accepted as full and complete settlement of all damages described above, and suffered or alleged to be suffered by the undersigned, their surface lessees, agents, contractors, successors and assigns.

This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument, and the signature and acknowledgement pages of counterpart execution copies may be combined to form one document for all purposes.

THIS INSTRUMENT is executed this 1<sup>st</sup> day of April, 2009.

**GRANTOR:**

Leslie W. Stephens  
Leslie W. Stephens

Leslie W. Stephens

Glenda Stephens

Glenda Stephens

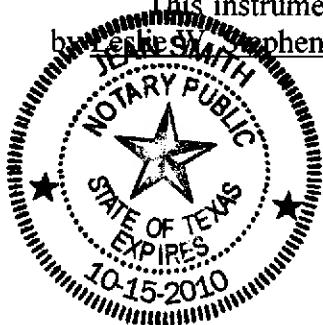
**GRANTEE:**

## XTO ENERGY INC.

Edwin S. Ryan Jr.  
BY: Edwin S. Ryan Jr. *BK*  
Senior Vice President-- Land Administration

STATE OF TEXAS  
COUNTY OF TARRANT

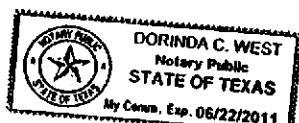
This instrument was acknowledged before me on the 7<sup>th</sup> day of April, 2009,  
by Leslie V. Stephens and Glenda Stephens, husband and wife.



Jean Smith  
Notary Public

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2009, by Edwin S. Ryan, Jr. as Senior Vice President -- Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C West  
Notary Public

Return to: Bryson G. Kuba  
6127 Green Jacket Dr.  
Apt. # 1136  
Fort Worth, TX 76137